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## CURRENT DECISIONS

CONTRACTS—PHYSICIAN AND PATIENT—BREACH OF "DUTY OF SECRECY."—The defendant physician had examined the plaintiff, a boarding house guest, and finding him to be afflicted with a highly contagious venereal disease, requested him to leave. Later, learning that his patient was still there, the defendant told the proprietor of the plaintiff's disease, and the latter was forced to leave, although in fact he was not afflicted as the physician had diagnosed. He sued for the "breach of the duty of secrecy," citing a statute that revoked the license of any physician guilty of unprofessional conduct, an instance of which was defined as "the betrayal of a professional secret to the detriment of a patient." *Held*, that the plaintiff could not recover, because under the circumstances the communication was privileged. *Simonsen v. Swenson* (1920, Neb.) 177 N. W. 831.

See COMMENTS, *supra*, p. 289.

CORPORATIONS—INCORPORATION OF NATIONALIST CLUBS—PUBLIC POLICY AS GROUND FOR DENYING CERTIFICATE.—The Catalonian Nationalist Club of New York applied to a justice of the supreme court, in accordance with a statute, for the approval of a certificate of incorporation. The certificate stated that the objects of the proposed corporation were to make a center of Catalonian culture and of the legitimate national aspirations of Catalonia in America, to diffuse information and to strengthen the bonds of brotherhood among Catalonians in this and other countries. *Held*, that the certificate should not be approved, as the objects of the club, if executed, might result to the detriment of American interests. *Application of Catalonian Nationalist Club of New York* (1920, Sup. Ct.) 184 N. Y. Supp. 132.

See COMMENTS, *supra*, p. 291.

INSURANCE—CONSTRUCTION OF POLICY IN FAVOR OF INSURED.—An insurance policy allowed 31 days without interest as a period of grace for the payment of premiums. A statute required a month's grace, with interest. The insured gave an eight months note, without grace, with interest, for the premium, the note providing that if it were not paid at maturity the policy "shall be void, subject to the provisions therein contained." Nine days before the note was due, the company wrote the insured, warning him that the policy would lapse if the note were not paid, but offering to accept a partial payment and extend the time for payment of the balance. The insured died one day after the note became due, not having paid it. *Held*, that the beneficiary could recover on the policy. *Boyce, J., dissenting. Southland Life Insurance Co. v. Hopkins* (1920, Tex. Civ. App.) 219 S. W. 254.

See COMMENTS, *supra*, p. 287.

TORTS—LABOR UNIONS—REFUSAL TO HANDLE GOODS DELIVERED BY NON-UNION TRUCKDRIVERS.—The plaintiff had attempted to ship his products by a certain steamship line, bringing his goods to the wharves in trucks operated by non-union men. The dock-workers, despite the protests of the steamship company, refused to handle these goods in any manner, in pursuance of their decision to accept only freight brought there by union drivers. The plaintiff thereupon sought to restrain this discrimination and brought an action against the general agent of the steamship company and the officers of the unincorporated unions. *Held*, that the acts of the unions made it impossible for the steamship company to accept the freight, and that such action by the unions would not be restrained. *Buyer v. Guillan* (1920, U. S. D. C., S. D. N. Y.) 63 N. Y. L. J. 1625.

For a discussion of this case see COMMENTS, *supra*, p. 280.